

Brian L. Budsberg
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The Honorable Brian D. Lynch
Location: Tacoma, Washington
Chapter 7

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
TACOMA DIVISION

In re:

PUGLIA ENGINEERING, INC.,

Debtor.

Lead Case No. 18-41324-BDL

Jointly Administered with Case No.
18-41350-BDL

In re:

SAN FRANCISCO SHIP REPAIR, INC.

Debtor

EX PARTE MOTION FOR ORDER TO
RETAIN EXPERT WITNESS FOR TRIAL

TO: Clerk of the Court
AND TO: The United States Trustee

The motion of Trustee Brian L. Budsberg respectfully represents:

1. That on 04/17/2019 this case was converted to Chapter 7, and Brian L. Budsberg, petitioner was appointed Trustee in the above-referenced Chapter 7.

2. The debtor has a number of ongoing lawsuits regarding employment matters that are being funded by the AIG insurance company. There are current defense counsel who have

1 been appointed to represent the Estate. The Trustee is seeking to employ Dr. John Greene as an
2 expert witness to assist the Estate and testify at trial.

3 3. The Trustee has selected Dr. John Greene for the reason that he has considerable
4 experience in matters of this character and is well qualified to act as an expert witness.
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6 4. The professional services to be rendered by Dr. Greene are:

- 7 a. To give the Trustee advice with respect to the issues involved in
8 this matter;
9 b. To assist in the drafting and preparation of any analysis or exhibits
10 necessary in this case;
11 c. To perform all other services for the Trustee which may be
12 necessary herein.

13 5. To the best of Trustee's knowledge, Dr. John Greene has no connection with the
14 Debtor(s), creditors, any other party-in-interest, their respective attorneys and accountants, the
15 United States Trustee, or any person employed in the office of the United States Trustee. Dr. John
16 Greene is not a creditor in this case and no retainer has been paid or promised to applicant other
17 than that disclosed in the contingent fee agreements attached. Dr. John Greene has agreed to act as
18 an expert witness pursuant to the terms and conditions of the fee agreement, and has agreed to
19 accept compensation on that basis only from the insurance company funding the litigation. The
20 Trustee asks that the employment of Dr. John Greene be according to the terms of the agreement
21 with the debtor. *A copy of the retention agreement is attached as Exhibit A.* All compensation to
22 be paid to the professional shall be subject to further Bankruptcy Court approval upon proper
23 notice to creditors.

24 6. The Trustee is informed and believes Dr. John Greene has the appropriate medical
25 background and skills needed to serve as an expert witness in this case and has agreed to perform
26

1 these services and to accept compensation according to the terms of the fee agreement as indicated
2 above.

3 7. Dr. John Greene represents no interest adverse to the debtor or the estate and
4 matters upon which said person is to be engaged for Trustee. Dr. John Greene is willing to accept
5 employment by the Trustee on the basis set forth herein. Dr. John Greene does not have an interest
6 adverse to the Trustee or the estate relative to the matters for which he is to be employed, and he
7 is a disinterested person within the meaning of 11 U.S.C. § 101(13). Pursuant to the provisions of
8 LBR 2014, Dr. Greene has been provided with a copy of, and has read, LBR 2016.
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10 WHEREFORE the Trustee asks that he be authorized to employ Dr. John Greene to act as
11 an expert witness for the Estate according to the terms and conditions specified in the fee
12 agreement, with any disbursements made from the proceeds of the action to be subject to further
13 order of the Court.
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15 DATED this 5th day of August, 2019.
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17 Budsberg Law Group, PLLC
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19 /s/ Brian L. Budsberg

20 Brian L. Budsberg, WSBA#11225
21 Trustee
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